

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **NO3063**Due Date: **01/14/03 at 3:00 P.M.**

Date Sent: December 20, 2002

Agency Contract

Goods and services to be
 purchased:

UDOT WEB SITE PUBLIC RELATIONS EVALUATION**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: NO3063

Due Date: 01/14/03

Vendor Name:

UDOT WEB SITE PUBLIC RELATIONS EVALUATION, PER THE ATTACHED RFP.

PRE-PROPOSAL CONFERENCE JANUARY 3, @ 10:00 A.M., UDOT 4501 SOUTH 2700 WEST, SALT LAKE CITY, UTAH.

QUESTIONS ON SPECIFICATIONS CALL JAMES PHILLIPS AT (801) 965-3836.
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.
RX: 810 36000000105

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the

product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

(Revision 2/14/2000 - RFP.Instructions)

UDOT WEB SITE EVALUATION

REQUEST FOR PROPOSAL – NO3063

EXECUTIVE SUMMARY

Project Name: UDOT Web Site Evaluation

Requested Service: Utah Department of Transportation (UDOT) desires to establish a contract for comprehensive evaluation and concept development of its Web Site from a public communication and information perspective.

Operating Location(s): Statewide

State Purchasing Agent: Nancy Orton, C. P. M., Purchasing Agent
PO Box 141061
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061
Phone Number: (801) 538-3148
Fax Number: (801) 538-3882
E-Mail: nancyo@utah.gov

UDOT Purchasing Agent: James T. Phillips, C.P.M., UDOT Purchasing Agent
4501 S 2700 W
Salt Lake City, UT 84114-8260
Phone Number: (801) 965-3836
Fax Number: (801) 965-4073
E-Mail: jamesphillips@utah.gov

Note: All questions or inquiries pertaining to this Proposal shall be directed to the above Purchasing Agent.

Project Manager: Nile Easton, UDOT Public Information Officer
4501 S 2700 W
Salt Lake City, UT 84114-8260
Phone Number: (801) 965-4387
Fax Number: (801) 965-4391
E-Mail: neaston@utah.gov

Expected Contract Type: Time and Materials

Est. Contract Award Date: January 20, 2002

Performance Period: January 20, 2002 to June 31, 2003

UDOT Web Site Evaluation

Request for Proposal – NO3063

1.0 Background. UDOT has an established Web site and an Internet presence that serves the needs of a broad-based constituency. It is felt that a redesign of the current web site will facilitate an increase in its use and improve communication with its stakeholders. The current site has elements and functions that are difficult to use or understand for some customers.

2.0 Introduction. The purpose of this RFP is to solicit proposals from firms interested in providing evaluation, redesign recommendations and consulting services to UDOT on its Web site.

2.1 Once proposals have been received, they will be reviewed for responsiveness to the Scope of Work (reference section 3.0), and then a determination for “best value” will be made using the evaluation criteria referenced in section 5.0.

2.2 A contract will be established with the Offeror whose proposal has been determined to be the “best value” for the State. The State intends to establish a five to six month contract.

3.0 Scope of Work. This scope of work defines the requirements for a Contractor to produce a comprehensive evaluation and make recommendations for the Utah Department of Transportation (UDOT) Web site. This evaluation and concept development is to assist the department in communicating with its many diverse customers. The evaluation and concept development will be implemented through a phase-in process. This proposal does not request programming services.

3.1 Tasks.

3.1.1 **Task 1.** Provide a complete evaluation of the current UDOT Web site regarding meeting needs of Stakeholders.

3.1.1.1 **Purpose.** Contractor shall conduct an in-depth evaluation of the current functionality, appearance and structure of the UDOT Web site. This evaluation will form a partial basis (combined with preexisting research provided by UDOT) from which changes will be recommended.

3.1.1.2 **General Features.** The study will analyze how UDOT’s Web site can be structured to reach its audience in the quickest, most effective way. The study will then make recommendations that will provide a detailed specification for future implementation.

3.1.1.3 **Functional Requirements.** Provide the following:

- * A written evaluation of UDOT’s Web site page-to-page links, general menu organization, structure, and content.
- * A written report that analyzes and suggests potential changes in UDOT’s current Web infrastructure (server setup, Web editing software.) referencing UDOT’s goal of external and internal public relations with constituencies.
- * An assessment of the value of various information and functions of the current Web site.
- * All evaluation, recommendation and specification analysis in electronic format.

3.1.2 **Task 2.** Create concepts for a new and improved look and feel to the UDOT Web site.

3.1.2.1 **Purpose.** Contractor shall provide new concepts of look and feel to the already existing, UDOT Web site. The resulting Web site will be visually appealing;

able to meet the needs of UDOT's diverse stakeholders; and maintain state approved standards. The changes shall be based on the research study and also on UDOT provided research.

3.1.2.2 **General Features.** The redesigned UDOT Web site shall incorporate elements previously identified in research provided by UDOT and the Contractor.

3.1.2.3 **Functional Requirements.** The Contractor shall be responsible for all items necessary to evaluate and develop concepts for the Web site.

The Contractor shall include in the evaluation, previously identified elements provided by UDOT.

The Contractor shall evaluate the Web site while considering State standards.

The Contractor shall develop the evaluation and concept development in such a manner that UDOT, with staff and software constraints in-mind, will be able to maintain and change the Web site, if necessary, after the project is complete.

The contractor shall provide detailed recommendations by page on "look and feel" including graphics representations.

The Contractor shall ensure that changes comply with the American's With Disabilities Act, Section 508, and "accessibility guidelines."

3.1.3 **Task 3.** Make suggestions to simplify and restructure preexisting content.

3.1.3.1 **Purpose.** The Contractor shall streamline and reword/rephrase UDOT's preexisting Web content in a manner that will help UDOT's stakeholders find what they are looking for in a quick, easy, understandable fashion.

3.1.3.2 **General Features.** UDOT's current Web site consists of a voluminous amount of content organized in a fashion that those at UDOT understand and can navigate, but stakeholders outside of UDOT have difficulty understanding.

3.1.3.3 **Functional Requirements.** The Contractor shall suggest structuring the Web site so that it presents content in a prioritized fashion based upon stakeholders needs. The Consultant shall also eliminate and rephrase where possible, technical, UDOT specific, verbiage that makes navigation difficult by non-UDOT stakeholders. The specification provided shall be in such detail as to facilitate the beginning of programming for the next phase without additional analysis or respecification. There shall also be sufficient information for UDOT to prioritize recommended changes to be accomplished in the next phase based on importance to customers and budget.

3.1.4 **Task 4.** Create public relations strategies regarding the Web site once it has been developed in the next phase (yet to be announced).

3.1.4.1 **Purpose.** The Contractor shall develop a plan that ensures the newly redesigned Web site receives maximum exposure and an increase in "hits and visits" is sustainable.

3.1.4.2 **General Features.** The Contractor's plan will be created to provide a public relations and marketing template that ensures UDOT customers are aware of the Web site and are using it.

- 3.1.4.3 **Functional Requirements.** The Contractor shall, in the redesign phase, oversee the implementation of marketable aspects of the Web site that will ensure repeat viewing by and interaction with UDOT's customers. Also, they shall provide a written plan highlighting how the Web site can be marketed to UDOT's customers. Finally, the Contractor shall devise a method to survey/research public opinions of the Web site, once implemented.

3.2 Skill Set Requirements. The Offerer shall demonstrate and provide documentation supporting the following qualifications of the personnel to perform work under this scope:

- 3.2.1 An understanding of, and previous hands-on experience with Web site evaluation, concept development, redesign, development and implementation.
- 3.2.2 Previous experience in working with multi-layered, complex organizations and implementing Web site redesign that incorporates the many different elements of such an organization under one central umbrella Web site.
- 3.2.3 The ability to make recommendations for a redesigned Web site that, after the initial launch, will be maintained and improved upon by UDOT.
- 3.2.4 Have previous experience in understanding public relations and public needs with regards to government Web sites.

3.3 Task Management and Scheduling.

- 3.3.1 The Contractor shall attend regular meetings and submit progress reports and schedules of activity – under the direction of the UDOT project manager. A task progress schedule shall be created for each task by the Consultant to identify all key milestones for Web site evaluation and concept development.
- 3.3.2 This schedule shall show all review cycles, meetings, agency obligations and all other pertinent tasks to ensure a thorough understanding is obtained between the Consultant and UDOT. All activities within these schedules shall be described so that the work is readily identifiable and the progress on each activity can be measured, with each activity showing an estimated starting date and duration of work.
- 3.3.3 The Contractor shall, once every two weeks, report in a comparative format, the actual progress and anticipated dates for completion of all scheduled activities. Such reports shall provide a narrative of development status, discuss problems or anticipated problems, identify upcoming required action items and any previously unresolved issues. Failure to provide such progress reports shall result in a withholding of all task milestone payments, which are to be based upon the completion of the evaluation and the concept development.

3.4 Deadlines. The Contractor shall have evaluation work and final concept development complete by late March and then be available to oversee technical implementation based a third phase (yet to be announced) which will be complete by late June for initial public launch. This consultant will participate in, develop a plan for, and possibly implement the public launch.

4.0 Proposal Preparation and Submission Instructions

- 4.1 Organization of Proposal. In order to be deemed responsive to this RFP, the Offerer must divide their proposal into the following five sections.
 - 4.1.1 Letter of Transmittal. The letter shall include name(s), title(s), office address(es), and telephone number(s) of person(s) responsible for the proposal. The letter of transmittal shall be

signed by a representative authorized to bind the Offerer, and shall contain a statement to the effect that the proposal is a firm offer.

- 4.1.2 Pricing. This section shall include the hourly rates for all classification of personnel the Offeror will use supporting this contract. Classifications shall also include a description of the duties. Hourly rates must include any and all salary, fringe benefits, overhead, profit, insurance, social security, and withholding. Classifications must be all inclusive of the anticipated services to be performed under the contract. No new classifications will be considered after execution of the contract.
- 4.1.3 Staff Biographies. This section shall include the biographies of every staff member the Offered intends to use supporting this contract. The biographies shall detail degrees, certifications, specialty training, and applicable work history describing specific projects individuals have been associated with.
- 4.1.4 Company Profile This section shall include information describing the company's history, current activities, and any other information that may be useful in determining the company's stability. At least three references shall also be included. References shall include the name of the business, point-of-contact, address, phone number, fax and email address. Reference shall also include a description of the work performed for the business, contract term, and dates work performed. All references may be checked and verified.

4.2 Preparation of Proposal.

- 4.2.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the equipment and capabilities of the Offeror. Emphasis should be on completeness and clarity of content.
- 4.2.2 The State is not liable for any costs incurred by prospective Contractors prior to the issuance of any agreement or contract, and will not pay for information solicited or obtained.
- 4.2.3 A Pre-Bid Conference is planned for January 3, 2003 at 10:00 a.m. in the Conference Room on the First Floor of the Calvin L. Rampton Complex, 4501 S. 2700 W., Salt lake City, Utah. There will be a discussion of the RFP, where questions will be answered. A document of the question and answers will then be sent to interested parties.
- 4.2.4 Technical and general questions, or request for clarification, regarding any aspect of the proposal must be made in writing, via postal mail, e-mail, or fax, no later than 10:00 a.m., January 2, 2003 to be included in the Pre-Bid Conference. Requests received after that date may not be considered. Send questions to James Phillips (address information listed on page one of RFP document).
- 4.2.5 The State reserves the right to amend this RFP at any time prior to the proposal due date. An addendum containing the revisions will be furnished to all prospective firms listed by the Division of Purchasing and General Services.
- 4.2.6 Proprietary Information. Offerors shall mark any specific information contained in their proposal, which is not to be disclosed to the public, or used for purposes other than the evaluation of the proposal. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of the successful proposal will not be considered proprietary. All proposal material becomes the property of the State and may be returned only at the State's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the State.

4.3 Submission of Proposal

- 4.3.1 In order to be considered for selection, Offerors must submit a response using the format specified in this RFP.
- 4.3.2 Proposals **must** be received by State Purchasing and stamped on or before **January 14, 2003, at 3:00 p.m.** Late proposals shall be returned without review and further consideration.
- 4.3.3 Each proposal must be submitted to Utah State Purchasing as an original with seven (7) additional copies. Proposals should be sent to:

Division of Purchasing and General Services
Room 3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

RFP reference number must appear on the envelope or box containing your proposal.

- 4.3.4 The State reserves the right to waive any informality in any proposal received, or negotiate changes with the Offeror, if it is in the State's best interest to do so.
- 4.3.5 The State reserves the right to reject any or all proposals received in response to this RFP.

5.0 Proposal Evaluation and Selection Procedures

5.1 Objective. The objective of the proposal evaluation and selection process is to select the Offeror whose proposal has the highest degree of credibility and whose performance can be expected to best meet the State's requirements at an affordable cost.

5.2 Initial Evaluation. Each proposal will first be evaluated against the mandatory proposal requirements. Proposals that fail to comply with mandatory requirements will be rejected and will receive no further consideration.

5.3 Detailed Evaluation. A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner, for all proposals. A source selection committee will be established. Members of the committee will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each committee member will be combined into a composite score for each offer.

- 5.3.1 Source Selection Committee. The committee will be composed of at least five evaluators.
- 5.3.2 Evaluation Criteria. The following criteria with associated weights will be used in the detailed evaluation.
 - 5.3.2.1 **Cost.** This will have a weight of 40%. Cost will be evaluated to determine realism, completeness, and reasonableness, to ensure all aspects of cost have been considered. The Offeror who has the lowest rates shall receive the highest cost proposal evaluation.
 - 5.3.2.2 **Public Relations/Communication Expertise.** This will have a weight of 30%. The Offer with the most knowledgeable and experienced staff will receive the highest score in this area.
 - 5.3.2.3 **Examples.** This will have a weight of 15%. The Offeror who provides evidence

of the most depth and breath of experience to bring about the change desired on the Web site will receive the highest score in this area.

5.3.2.4 **References.** This will have a weight of 15%. The Offeror who provides the strongest references will receive the highest score in this area.

5.3.3 **Criteria Scoring.** For all criteria, scoring will range from zero (non responsive) to 10 (excellent). Raw scores will be multiplied by the relative weight to determine a score for each criteria.

5.3.4 **Oral Presentations.** Offerors may be required to make oral presentations to the source selection committee. Presentations will be for the purpose of clarifying understanding of requirements, technical/work approach, or other aspects of the proposal. Scoring will be finalized after oral presentations using the above criteria.

5.4 Selection

5.4.1 The Offeror achieving the highest overall score will be selected for contract award.

5.3.3 Unsuccessful Offerors shall be notified in writing.

5.4.3 A formal debriefing of the Offeror's proposal evaluation is not planned. Written questions pertaining to the Offeror's proposal are permitted and will be answered promptly in writing.

6.0 Contract Award

6.1 Contract award will be completed by the State of Utah Division of Purchasing. The contract will incorporate the Offeror's response and the original RFP.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

- A. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- B. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- C. LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- D. RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- E. CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- F. CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
- G. INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- H. EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- I. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- J. RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- K. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- L. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- M. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- N. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly redesigned and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

(Revision date: Nov 14, 2000)